

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR
FIRE AND EMERGENCY MEDICAL SERVICES**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES, by and between **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1**, a Washington municipal corporation (the "District") and the **CITY OF EDMONDS**, a Washington city (the "City"), is for the provision of fire and emergency medical services.

WHEREAS, the District and the City are parties to an Interlocal Agreement for Fire and Emergency Medical Services ("Agreement") dated November 3, 2009; and

WHEREAS, paragraph 4.4 of the Agreement provides for the City to make a retroactive payment to the District if the District does not settle its labor agreement with IAFF Local 1828 by December 31; and

WHEREAS, in 2014, the District settled its collective bargaining agreement ("CBA") with Local 1828 (the "Union") covering the period of January 1, 2013 – December 31, 2014; and

WHEREAS, on August 21, 2014, the District issued an invoice ("Retro Pay Invoice") to the City in the amount of \$1,667,692 for the 2013 and 2014 retroactive adjustment due to settlement of the CBA; and

WHEREAS, in light of certain discussions between the parties on several issues, including the level of fire marshal and public education services provided by the District during 2013 and 2014, the parties have agreed to the following terms and conditions:

NOW, THEREFORE, the parties agree as follows:

1. The District hereby issues a one- time adjustment to the Retro Pay Invoice in the amount of \$63,631.19. A revised invoice in the amount of \$1,604,060.81, attached hereto as Exhibit A, represents the revised retroactive payment obligation for the City under Article 4.3 and 4.4 of the Agreement (the "Retro Obligation").
2. The outstanding balance of the Retro Pay Obligation shall accrue interest at the same rate as interest received on investments in the Local Government Investment Pool ("LGIP"). The interest rate shall be adjusted annually on January 1.
3. The principal amount of the Retro Pay Obligation shall be paid in eight equal quarterly installments during years 2015 and 2016. The final payment shall also include an additional amount to cover the accrued interest.

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4. The City may prepay any portion of the Retro Pay Obligation at any time, without penalty. All such payments shall first be applied to interest and then to the unpaid principal balance.
5. Commencing in February, 2015, the parties agree to meet and discuss options for assessing the Agreement and to address potential amendments to the Agreement that may be desired by each party.
6. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

DATED this 27th day of January, 2015.

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1

By: 
David Chan, Commissioner

By: 
Jim Kenny, Commissioner

By: 
Jim McGaughey, Commissioner

By: 
Bob Meador, Commissioner

By: 
Richard Schrock, Commissioner

DATED this 3 day of February, 2015.

CITY OF EDMONDS

By: 
Mayor

Attest: 
City Clerk

Approved as to form:

By: _____

City Attorney

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

On this day personally appeared before me David Chan, Jim Kenny, Jim McGaughey, Bob Meador, and Richard Schrock to me known to be the Commissioners of **SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1** and on oath verified that they were authorized to execute this document on behalf of the District for the uses and purposes therein mentioned.

Given under my hand and official seal this 3 day of February, 2015.



Print Name: Kendra Chapman

NOTARY PUBLIC in and for the State of Washington

Residing at: Snohomish County

My Commission Expires: 01/25/15

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

On this day personally appeared before me Dave Earling, Scott Bessey, and Jeff Taraday to me known to be the Mayor, City Clerk, and City Attorney respectively, of the **CITY OF EDMONDS** and on oath verified that they were authorized to execute this document on behalf of the City for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of January, 2015.



Print Name: Linda Hynd

NOTARY PUBLIC in and for the State of Washington

Residing at: Snohomish County

My Commission Expires: 3-11-2017

